

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 43 PAGES

2. AMENDMENT/MODIFICATION NO.: <div style="text-align: center;">003</div>	3. EFFECTIVE DATE Oct. 6, 2006	4. PURCHASE REQUISITION NO.: N/A	5A. SOLICITATION/CONTRACT/PROJECT TITLE U. S. CAPITOL VISITORS CENTER ADVANCE RESERVATION & PASS SYSTEM
			5B. PROJECT NO (If applicable)
6. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Caryn Rotheim Second and "D" Streets, S.W. Washington, DC 20515	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. RFP 060140
			9B. DATED (See Item 11) August 22, 2006
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (See Item 13)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers _____ is **✖** is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 3 copies of the amendment;

(b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or

(c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

SEE CONTINUATION PAGE

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER (Type or print)	
15B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT NO.: 003 Solicitation No.: RFP 060140

A. This amendment provides the following information and changes:

- 1) Provide the list of attendees from the site visit, which was held on September 29, 2006.
- 2) Provide answers to additional questions received after the site visit.
- 3) Provide notes from the site visit.
- 4) Make various revisions to the solicitation. See paragraph B. below for the listing of replaced pages. The following summarizes the main changes:
 - a. In Section A, the AOC 33 is revised to reflect the new total number of pages and the current proposal due date.
 - b. In Section B, (1) the Schedule at paragraph B.2 is revised to add an IDIQ line item for hardware and equipment; and (2) A requirement for proposals to contain a complete cost listing for line items 1 and 2 is added at new paragraph B.4.
 - c. In Section C, (1) the target Go Live date is changed from a hard date to a period of 5 months after contract award; (2) references to equipment and hardware purchases have been revised to allow for the possibility of the Government purchasing these items under the contract; (3) the requirement for the contractor to support any equipment purchased under the contract was added; and (4) the provision for financial credits to the Government for non-availability of the contractor's network was added.
 - d. In Section G, a requirement for a post-award conference was added.
 - e. In Section I, the following clauses were added:
 - i. FAR 52.216-18, Ordering
 - ii. FAR 52.216-19, Order Limitations
 - iii. FAR 52.216-22, Indefinite Quantity
 - iv. FAR 52.232-18, Availability of Funds
 - f. In Section J, two handouts from the site visit are added to the List of Attachments. One handout shows details of the pre-engineered booths that are expected to be installed on-site, and the second shows an artist's renderings of the LED information screens. As a security precaution, the drawings are not included with the amendment. Copies of these handouts may be requested in writing from the Contract Specialist (crotheim@aoc.gov). Drawings will be sent by mail or e-mail at the Government's discretion.
 - g. In Section L, (1) evaluation factor 4, Relevant Experience, was added; and (2) the provision at paragraph L.11 was added to include oral presentations during the proposal evaluation process.

B. This Amendment No. 003 is issued to the above referenced Solicitation Number to replace pages with those that have corrections and/or changes made to them, as identified by the black lines in the left margin. Please replace the pages currently in the solicitation package with the following pages.

Remove Page(s)	Insert Page(s)
N/A	Site Visit List of Attendees (1 page)
N/A	Questions & Answers (1 page)
N/A	Site Visit Notes (1 page)
AOC 33	AOC 33
Section B: Pages 2 thru 5	Section B: Pages 2 thru 5

Remove Page(s)	Insert Page(s)
Section C: Page 8 Pages 11 and 12 Page 21	Section C: Page 8 Pages 11 and 12 Page 21
Section F: Pages 27 thru 28	Section F: Pages 27 thru 28
Section G: Pages 29 thru 30	Section G: Pages 29 thru 30
Section I: Pages 34 thru 45	Section I: Pages 34 thru 45
Section J: Page 46	Section J: Page 46 Attachments J.4 and J.5 (4 pages)
Section L: Page 54 Pages 59 thru 62	Section L: Page 54 Pages 59 thru 63
Section M: Pages 62 thru 65	Section M: Pages 64 thru 68

Distribution:

Contract File
Contracting Officer's Technical Representative
Jurisdiction POC
Accounting

List of Attendees

Pre-Proposal Site Visit for Advance Reservation & Timed Pass System

Solicitation No. RFP 060140

September 29, 2006

CVC Project Area, U.S. Capitol

Name & Address of Firm	Representative's Name / Title	Telephone	Email
Advance Technology Systems 7915 Jones Branch Drive McLean, VA 22102	Josh Patrick Account Manager	(703) 506-8229 ext. 3226	jpatrick @ atsva.com
Gateway Ticketing Systems, Inc. 315 East Second Street Boyertown, PA 19512	Charles B. Broschart Sales Representative	(610) 987-4000	cbroschart @ gatewayticketing.com
INFOSPHERIX Incorporated 12051 Indian Creek Court Beltsville, MD 20705	Rickey Haith Business Development Manager Public Sector	(301) 419-7811	rhaith @ infospherix.com
J2M Consulting 26250 Rachel Hill Drive South Riding, VA 20152	Michael Matechak Director	(703) 967-4505	mmatechak @ j2mconsulting.com
Tishman Speyer dba Vertical on Demand 11 West 42nd St., 2nd Floor New York, NY 10036	Joseph J. Rich Chief Information Officer	(212) 771-7201	jrich @ tishmanspeyer.com
TOR Systems 6135 Barfield Road Suite 119 Atlanta, GA 30328	Mark D. Oviatt Director of Sales	(404) 255-8399	mark @ torsystems.com
VGS Systems Engineering dba OmniTicket Network 4501 Vineland Road Suite 109 Orlando, FL 32811	Karen Luckock Project Manager	(407) 370-2900 ext. 254	kluckock @ omniticket.com
	Andrea Schoel Project Manager	(407) 370-2900 ext. 263	aschoel @ omniticket.com

QUESTIONS & ANSWERS

Technical Questions:

(Numbering is continued from Amendment No. 002)

71. Question: How does the AOC want us to interface with their existing LAN. Will we need to provide our own router or will we connect directly to an existing router with CSU/DSU?
- Answer: **The offeror will be responsible for the router and the CSU/DSU that connects to our network. The offeror will also be required to keep the managed connection operational to the 99.99% uptime requirement.**
72. Question: Does the AOC want us to provide a public circuit or a private circuit to the data center?
- Answer: **The offeror should provide a private circuit, i.e. a fractional DS3.**
73. Question: Are there any specific types of network security that need to be in place?
- Answer: **The offeror should have the necessary ACLs on their routers for permitting access to servers at the datacenter.**

Notes from Site Visit:

- Contractor's system must interface with the informational LED screens.
- Offerors should include explanation in their proposal if additional wayfinding locations would be beneficial.
- Information about the LED screens (specifications, etc.) will be provided to the successful offeror after award.
- One booth will be installed on the East front of the Capitol.
- There will be 2 staffed reservation system units per booth.
- One optional booth may be installed on the West front of the Capitol.
- The term "booth" is used to denote a staffed location. The term "kiosk" is used to denote an unstaffed, self-service location.
- Wireless connectivity is desirable.
- The Government is providing the LAN and wireless (802.11).
- The Contractor shall provide maintenance for the kiosks, scanners, etc. This includes keeping an adequate supply of spare parts available.
- Member offices will have 2 sign-in accounts each.
- Training will be on-site and designed such that duties can be handed off easily when staff turnover occurs, which is frequent. This could include handouts kept in a binder or posted online.
- Guide Services usually has less than 48 hours' notice of special events that will disrupt tour schedules. They then have less than 24 hours to notify the public.
- This results in the new system needing to show two parameters to administrators: projected availability (for advance planning) and real-time availability (for on-the-fly adjustments).
- Each of the two orientation theaters has a maximum capacity of 250 people.
- The 13-minute film is shown in a staggered sequence between the two theaters with a 10-minute difference.
- It takes 20 minutes to empty and refill one theater (spill-and-fill).
- Maximum throughput of 2,500 people per hour through both theaters.
- The reservation system needs to record where a visitor is checking in (i.e., West front or East front) to calculate when they will arrive at the theater for a show.
- Possible ideas for limiting/managing abuse: (1) Tour companies assigned special log-ins to reserve large amounts of passes; (2) rules-based limits for various groups, that can be set-up and modified easily and quickly; (3) visitors reconfirm reservation within certain period of time preceding visit or they lose the passes.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO.		PROJECT NO.	PAGE 1 68 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP 060140	3. TYPE OF SOLICITATION <u> X </u> NEGOTIATED (RFP)	4. DATE ISSUED August 22, 2006	
5. ISSUED BY ARCHITECT OF THE CAPITOL Procurement Division United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) NO HAND CARRIED OFFERS WILL BE ACCEPTED Architect of the Capitol Procurement Division Ford House Office Building Attn: Caryn Rotheim Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: ADVANCE RESERVATION AND TIMED PASS SYSTEM FOR U. S. CAPITOL VISITORS CENTER					

SOLICITATION

7. Sealed offers in original and <u> 3 </u> complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, October 13, 2006. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Caryn Rotheim	TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-9144

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER ____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL DESCRIPTION AND BACKGROUND

The Architect of the Capitol (AOC) has a requirement for the design, implementation, and maintenance of a customized off-the-shelf web-based advanced reservation and timed pass system for the Capitol Visitor Center (CVC). The purpose of the system is to better manage demand and improve the visitor experience for Capitol tours, the new visitor center, and orientation theatres. This new advanced reservation and timed pass system will be utilized at on-site reservation booths, will-call windows, and a web-based reservations site. The Contractor will not be required to operate a reservation or call center office.

The Contractor shall work with CVC staff to complete the following components of work: (1) Provide identified system development life cycle documentation; (2) Develop and/or customize advanced reservation and timed pass web-based system to fit requirements outlined in this document; (3) Create, host, and maintain reservation system web site; (4) Adhere to system performance measures; (5) Assist with the procurement and installation of necessary on-site equipment and insure system compatibility; (6) Assist with and oversee operator / user training and system testing and implementation; (7) Monitor system performance and adjust system as needed to meet requirements; (8) Maintain and secure system data; and (9) Provide ongoing system technical support, including operating customer and operator trouble phone lines.

B.2 SCHEDULE

(Failure to submit an offer on all items will be cause for your offer to be rejected.)

Item No.	Description	Quantity & Unit	Unit Price	Total Price
0001	Development and Implementation of System Software	1 LS	N/A	
Total for Development & Implementation:				
0002	IDIQ item for Equipment and Hardware (Dollar amount to be specified in each delivery order)	1 EST	N/A	To Be Negotiated

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	Base Option Schedule:			
0003	Reservation System Hosting	12 MO		
0004	Advance Reservation & Timed Pass System License	1 YR	N/A	
0005	Maintenance/Support of System Software	12 MO		
Total for Base Option Schedule:				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	Option Schedule 1:			
0006	Reservation System Hosting	12 MO		
0007	Advance Reservation & Timed Pass System License	1 YR	N/A	
0008	Maintenance/Support of System Software	12 MO		
Total for Option Schedule 1:				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	Option Schedule 2:			
0009	Reservation System Hosting	12 MO		
0010	Advance Reservation & Timed Pass System License	1 YR	N/A	
0011	Maintenance/Support of System Software	12 MO		
Total for Option Schedule 2:				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	Option Schedule 3:			
0012	Reservation System Hosting	12 MO		
0013	Advance Reservation & Timed Pass System License	1 YR	N/A	
0014	Maintenance/Support of System Software	12 MO		
Total for Option Schedule 3:				

Item No.	Description	Quantity & Unit	Unit Price	Total Price
	Option Schedule 4:			
0015	Reservation System Hosting	12 MO		
0016	Advance Reservation & Timed Pass System License	1 YR	N/A	
0017	Maintenance/Support of System Software	12 MO		
Total for Option Schedule 4:				

Grand Total for All Schedules:				
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B.3 PAYMENT SCHEDULE

A payment schedule shall be outlined in the proposal, aligned with the following project milestones at a minimum:

1. Completion of system technical requirements;
2. Completion of system design;
3. Completion of system testing and operator training;
4. System implementation / Go Live; and
5. System audits at 6 months.

B.4 ITEMIZED COST LISTINGS

(a) Furnish an itemized listing of the cost or fee breakdown for each item or service that comprises the lump sum cost of Line Item 1. For labor, provide burdened rates (general and administrative, overhead, and profit) listing each discipline, hours associated with that discipline, and other costs associated with each line item (i.e., mailing, photocopying, drawing reproduction, etc.).

(b) For Line Item 2, furnish a listing of the equipment and hardware that would need to be purchased to implement the proposed system. Provide the estimated quantity and unit price of each item. This includes items such as kiosks, ADC devices, and other equipment that the offeror includes in their proposal. The term "unit price" means the actual cost paid by the offeror to its supplier of the product plus all costs of delivery FOB Destination to the CVC, plus Contractor's standard markup rates for overheads, General and Administrative (G&A), and profit. The offeror shall list the percentage rates of each of the additional costs (delivery and markup rates) for comparison purposes. Prices should include the standard manufacturer's warranty.

- (1) The successful offeror's proposed prices shall be used to establish baseline prices for individual delivery orders issued to the Contractor during the term of the contract. Due to potential changes over time in prices and technology available, the Government will issue a Request for Quote to the contractor prior to issuance of each delivery order, to ascertain the current prices and equivalent items available, as applicable. The AOC reserves the right to purchase items from other sources, in addition to or instead of from the Contractor.

END OF SECTION B

- Adhere to system performance measures;
- Assist with the procurement and installation of necessary on-site equipment and insure system compatibility;
- Assist with and oversee operator / user training and system testing and implementation;
- Monitor system performance and adjust system as needed to meet requirements;
- Maintain and secure system data;
- Provide ongoing maintenance and support for equipment; and
- Provide ongoing system technical support to system users, including operating customer and operator trouble phone lines during the hours of 8:00am to 9:00pm EST Monday through ~~Saturday~~ specified at paragraph 4.11.8 of this Section.

The following deliverables are required under the contract:

- 2.1.1 Reservation and Timed Pass System design and documentation. Documentation includes concept of operations; systems requirements specification; risk management plan; test plan; training plan; quality assurance plan; and project plan;
- 2.1.2 System operating procedures and user manuals;
- 2.1.3 Development and implementation of a system host structure and data security plan;
- 2.1.4 Development and implementation of a system maintenance and redundancy plan;
- 2.1.5 Completed staff training plan and training manuals;
- 2.1.6 Recommended equipment list;
- 2.1.7 Recommended pass and receipt design and form factor; and
- 2.1.8 On-time and on-budget system testing and implementation.

2.2 Project Milestones

The targeted Go Live date for the new advanced reservation and timed pass system is ~~March 1, 2007~~ 5 months after the date of contract award. Table 1 below lists the major project milestones.

Table 1: Key Project Milestones

Detailed Operational and system requirements <ul style="list-style-type: none"> • Define reservations policies and procedures • Develop more detailed operational and systems requirements • Develop technical requirements 	**See below
Design system and operation <ul style="list-style-type: none"> • Customize/design system • Develop testing and implementation plans • Document and approve operating plans • Develop marketing and communication plans 	**See below
Test system and operation and implement <ul style="list-style-type: none"> • Test and adjust system and operations • Install system/equipment and adjust operations • Communicate and market system • Train operators and system users • Go Live 	March 1, 2007 <u>5 months after contract award</u>

User	Access
Congressional staff	<ul style="list-style-type: none"> • Real-time access to schedule • 2 concurrent users (congressional district office and Washington, DC office) • Reservation access
Public	<ul style="list-style-type: none"> • Real time access to schedule • Reservation access
Administrators	<ul style="list-style-type: none"> • Real time access to schedule • Reservation access • Reporting access • Quota access • Resource access
Tour Operators	<ul style="list-style-type: none"> • Real time access to schedule • Reservation access

4.3 Expected Volume

An estimated 12,000 visitors per day are expected to the new CVC and Capitol tours during peak season. Assuming 100% of visitors are booked through the web site and an average group size of 20, this equates to approximately 600 Internet transactions per day.

4.4 System Performance

System performance requirements must be finalized and agreed upon during the design phase of work. Below are some of the performance requirements:

- System must be 99.99% available 24 hours per day (excluding necessary maintenance time). In the event that the Contractor does not meet the uptime requirement, it shall apply an equitable monetary credit against the next invoice submitted for payment.
- System downtime due to scheduled maintenance or updates must occur between Saturday or Sunday during the hours of 1:00am and 4:00am EST. All system downtime must be scheduled 7 days in advance with the Executive Director's designee.
- Response times must be excellent to minimize transaction times at all channels. Queries of the system database must be completed in less than 2 seconds. Also, accessing the system should be accomplished in less than 3 seconds. Moving through the system's screens should take less than 1 second per screen.
- Web-based system must be updated instantaneously, and any resident systems must be updated frequently to insure accurate pass availability information.
- A disaster recovery plan must be developed and include: scheduled daily backups of the servers with the backup tapes stored off-site; annual disaster recovery testing and training; conversion to a "hot-site" within 2 hours after a disaster.
- Operating and visitor information must be kept up to date at all times. The system must: collect accurate, timely, complete, reliable, and consistent information; provide for adequate agency management reporting; and provide a complete audit trail to facilitate audits.
- In the event that the system is unavailable to users because of a system failure, the application must be restored within two (2) hours of the failure. In the event the database is corrupted, it must be capable of being restored to its condition of no more than one (1) hour before the corruption occurred. If the processing site is destroyed, the application and database must be restored within two (2) hours.

4.5 Ownership

It is anticipated that the CVC will purchase licenses for use of the Contractor-owned system, customized to meet the CVC's requirements. All visitor information and booking data would be owned by the Government and reside in a secure location accessible only by the Government. In the event the Government terminates its agreement with the Contractor, the information will be returned in a Government selected standardized format.

Any equipment required to host, maintain, and update the web site would be owned by the Contractor. The CVC would own any equipment that must be purchased to support the on-site system and operation. An equipment list must be developed but could include: additional computers and reservation center equipment, bar code or magnetic stripe scanners, pass printers/encoders, automated pass kiosks, and people counters. The Contractor shall be responsible for providing maintenance and support for all equipment and hardware purchased by the Government under the contract.

4.6 System Security

The Contractor is responsible for securing and storing visitor information and booking data. The reservation site must be an SSL secure site to protect visitor information sent over the web. The Contractor must obtain certification and accreditation of systems and facilities in compliance with the National Institute of Standards and Technology's standard specified in special publication 800-37.

4.7 ADA Compliance

Section 508 of the Rehabilitation Act of 1973 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. Accordingly, the Contractor shall comply with all accessibility standards of Section 508 of the Rehabilitation Act. More information on the requirements of Section 508 can be found at www.section508.gov.

4.8 Test and Adjust

The Contractor shall conduct adequate testing of the advanced reservation and timed pass system to insure system performance prior to implementation. The Contractor shall work with CVC staff to develop use cases that describe different types of transactions / calls / web bookings and different situations. User acceptance, performance, unit, and system testing must be performed prior to the Go Live date.

After the software has been set-up in a test database, the Contractor shall support an identified team in the performance of an acceptance test of the software. The Government will perform a test of the basic functions of the system. The purpose of the test will be to ensure the software performs basic functions as designed and to gain hands-on knowledge of using the system. The Contractor shall provide the following support:

- Provide a database to be used to perform the acceptance test. This database should include all the reference data required to perform the test.
- Provide sufficient training to the Government project team to allow them to perform system acceptance testing.
- Provide test plans that provide the detailed scenarios to perform a sufficient test of the software. The test plans should cover all modules to be implemented.
- Provide functional and technical support to the Government team in the performance of the acceptance test. The test will be performed by Government personnel; however, the Contractor

the Contractor will develop a training evaluation form to be used to evaluate the success of the training and to improve future training sessions. The training evaluation form will be provided to students at the end of each class, and forwarded to the Government project manager.

- Prepare training database: A training database needs to be established to be used for conducting the hands-on training sessions. The Contractor shall enter any required data that is required to perform the training exercises.
- Conduct training: Except for management overviews all training will be provided in a hands-on manner. The Contractor shall provide at least 2 consultants for each class. One consultant will teach the class and another will provide additional assistance to students.

Deliverables include:

- Training plan and schedule,
- Training materials,
- Conducting each training class, and
- Training evaluation forms.

The Contractor shall also provide technical training to Government technical staff. The technical training should be conducted in a demonstration type environment, followed by on-the-job training. In preparation of the functional and technical training, the Contractor shall provide training materials and establish a training database.

4.14 Automated Data Collection Device Integration

The Contractor must integrate automated data collection (ADC) technology with the host system. ~~The procurement of ADC devices is not part of this solicitation. However, t~~The Contractor shall recommend include the ADC device type and its cost in its itemized equipment cost listing (see paragraph B.4). The Government may purchase the ADC devices under the contract as an IDIQ item.

Deliverables include:

- ADC technology purchase;
- Hardware installation;
- Configuration for servers and collection devices; and
- General technical support.

4.15 Configure Software Tables

The Contractor shall conduct system configuration sessions with administration users to determine the proper initial configuration of the system tables. For each configuration session the Contractor shall provide an overview and a demonstration of the software. Within one week after each session, the Contractor shall provide a report of the results of the configuration session. The Contractor should assume follow-up meetings/briefings will be necessary to resolve configuration issues. After completing the configuration sessions, the Contractor shall provide a report to include the results of all the sessions, recommendations of system settings and open issues.

The actual loading of the tables and the defining of the reference table values will be performed by administration users. The configuration of the system tables will be performed in a pilot database to be used to test the configuration of the system. After the tables are configured in the pilot database the Government Project Team will process “production like” transactions to test the configuration of the system. The Contractor shall provide the Project Team with guidance and support during this effort.

SECTION F
DELIVERIES OR PERFORMANCE

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SECTION F DELIVERIES OR PERFORMANCE

AOC52.211-4 TERM OF CONTRACT (JUN 2004)

The term of contract shall be as follows:

(a) The development and implementation period will be from the date of contract award to the date of the exercise of the base option period. ~~It is anticipated that contract award will occur no later than September 30, 2006, and the exercise of the base option is anticipated to occur on March 1, 2007~~ five (5) months after contract award (see paragraph (b) below).

(b) The Government will exercise the option for the base schedule year upon the Contractor completing all work and preparations necessary to commence operations required under the SOW. Performance period for the base schedule will be for one calendar year commencing on the date of the modification exercising the option.

(c) If the succeeding options are exercised, the performance period for each Option Schedule will begin the day after completion of the preceding Schedule and will extend one calendar year.

(End of clause)

F.2 HOURS OF PERFORMANCE

Except as may be otherwise specified by the COTR, the normal hours of operation at the U.S. Capitol are 8:30 AM to 5:00 PM, Monday through Friday, excluding all Federal Government holidays. The work period during any assignment is subject to interruption, contingent upon the legislative requirements of the Congress.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: www.gsa.gov/far or acquisition.gov/far/

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
STOP-WORK ORDER	AUG 1989	52.242-15

(End of clause)

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA

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SECTION G CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

G.3 POSTAWARD CONFERENCE

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at a location on Capitol Hill in Washington, D.C.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

END OF SECTION G

**SECTION I
CONTRACT CLAUSES**

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SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

(a) The term “head of the agency” as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term “other authority” as used in this paragraph includes the Contracting Officer in cases in which he/she has final jurisdiction or supervision over the work involved.

(b) The term “Architect” as used herein means the Architect of the Capitol.

(c) The term “Contracting Officer” as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term “his duly authorized representative” as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term “subcontracts” includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the Contractor shall notify the Architect of the Capitol, Procurement Division. The Contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The Contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.
(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$100,000;
- (2) Any order for a combination of items in excess of \$100,000; or
- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.225-1 BUY AMERICAN ACT – SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC52.227-1 PATENT INDEMNITY - COMMERCIAL ITEMS (JUN 2004)

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the contract, provided the Contractor is reasonably notified of such claims and proceedings.

(End of clause)

AOC52.232-1 PAYMENTS – SUPPLIES (MAR 2006)

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 percent of the total amount of this contract.

(b) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(c) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor’s claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(d) Until further notice, properly certified invoices shall be FAXED, in triplicate, to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice; and
- (5) Amount by line item including quantity and unit pricing (see the “SCHEDULE” in Section B).

(e) Payments will be made directly to the Contractor’s financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor’s attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration. *(End of clause)*

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor’s EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: “designated office”) by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor’s EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated

payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for—

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital
Accounting Division

Mailing Address:

2nd and D Streets SW
Ford House Office Building
Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when

Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT – SUPPLEMENT (SEP 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS – WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-3 WARRANTY OF COMMERCIAL ITEMS (JUN 2004)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: www.gsa.gov/far or acquisition.gov/far/

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	52.209-6
MATERIAL REQUIREMENTS	AUG 2000	52.211-5
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
<u>ORDERING</u> (a) Any supplies and services marked as “IDIQ” to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the date of contract completion, including any options exercised.	<u>OCT 1995</u>	<u>52.216-18</u>
<u>INDEFINITE QUANTITY</u> (d) [...] the Contractor shall not be required to make any deliveries under this contract after 90 calendar days following the expiration date of the contract, including any options exercised.	<u>OCT 1995</u>	<u>52.216-22</u>
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
COMMERCIAL COMPUTER SOFTWARE—RESTRICTED RIGHTS	JUN 1987	52.227-19
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
<u>AVAILABILITY OF FUNDS</u>	<u>APR 1984</u>	<u>52.232-18</u>
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
BANKRUPTCY	JULY 1995	52.242-13
CHANGES—FIXED-PRICE	AUG 1987	52.243-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8
END OF SECTION I		

SECTION J
LIST OF ATTACHMENTS

ATTACH. NO.	ATTACHMENT NAME	NO. OF PAGES
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J.2	U.S. CAPITOL POLICE NOTICE (for information only)	1
J.3	AOC PAST PERFORMANCE QUESTIONNAIRE (for information only – to be sent to references)	4
<u>J.4</u>	<u>PRE-ENGINEERED BOOTH DETAILS DRAWINGS</u> (available upon written request)	<u>2</u>
<u>J.5</u>	<u>LED INFORMATION SCREENS DRAWING</u> (available upon written request)	<u>2</u>

END OF SECTION J

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.
(End of provision)

L.7 PROPOSAL COMPOSITION – SOURCE SELECTION PROCEDURES

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article at L.8 entitled, “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article at L.9 entitled, “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled “SUBMISSION OF OFFERS” of this section and submitted in the following number of copies:

- (1) Technical Proposal - One original and three (3) copies.
- (2) Price Proposal - One original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

(End of provision)

L.8 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Architect of the Capitol.

(1) Technical Proposal. The Technical Proposal shall be subdivided into ~~three~~four subsections each with its own tab identifying the factor (and tabs identifying the subfactors, where applicable) and shall be on 8-½" x 11" sheets in a 3-ring binder.

(a) The Offeror shall provide a description of each factor as noted below:

- (i) **Factor 1 – Technical Functionality of Software.** This factor addresses the technical capability of the software. Provide an Executive Summary for this factor that includes a brief discussion of the information provided for each of the subfactors.
 - a. **Subfactor 1.1 – Proven Capabilities.** Discuss in detail the existing features of the software as they relate to the requirements at paragraph 3, System Requirements, of the SOW.
 - b. **Subfactor 1.2 – Effective solutions for CVC issues.** Many issues unique to the CVC were discussed in the statement of work. The proposal must include solutions to these issues, such as:

- i. Handling school groups and tour operators;
- ii. Inventory allocations;
- iii. Shifting visitation from peak to non-peak periods;
- iv. Minimizing no-shows; and
- v. Member offices booking passes for constituents.

Issues that the offeror anticipates that were not discussed in this document should also be included, with their proposed solutions.

c. **Subfactor 1.3 – System performance and accountability plan.**

- i. System scalability – ability to adjust to high volumes;
- ii. Response time – customer and user interfaces and inventory updates;
- iii. Financial credits – Offeror must detail their service level agreement as it applies to the 99.99% uptime requirement in a 24 hour period. The Offeror must describe how they will monitor uptime and what credits will be provided to the AOC. Offeror should explain how credits are applied against the next monthly invoice. Credit calculations should be explained using examples and assume that credits are based on a full month of service.
- ~~iii~~.iv. Compliance with Section 508; and
- ~~iv~~.v. Performance measures, reporting, and accountability.

~~d. Subfactor 1.4 – Demonstration of software. Offers must include some self-contained method (i.e., no offeror involvement is necessary) for the evaluators to “try out” the software. The method could be a web link to a functioning test site, or a demonstration copy on CD-ROM, or some similar approach. The demonstration version must include the ability to use the system as a customer and as an administrator; please provide any passwords or other information necessary to access the demo.~~

d. **Subfactor 1.4 – Oral presentation of software.** See provision entitled “Oral Presentations” at paragraph L.11.

(ii) **Factor 2 – Management Approach.** This factor addresses the offeror’s ability to manage the overall project, as well as the individual tasks that comprise the milestones leading up to implementation.

- a. Provide your project management team, identifying intended roles on this particular contract with resumes for each citing specific relevant experience.
- b. Provide your development and implementation milestone schedule, to include at a minimum the items listed at Table 1: Key Project Milestones in the SOW. Include any additional significant milestones that are applicable but not listed in the table.
- c. Provide your implementation plan, testing, and phase-in approach.
- d. Proposed licensing and services agreement. This section should also include estimated concurrent users of the system based on the projected volume provided.
- e. Describe your plan to provide training programs.
- f. Proposed system host structure and data security concept.

- g. Approach for system maintenance and redundancy plan.
- h. Approach for technical support (help call line).
- i. List of assumptions.

- (iii) **Factor 3 – Past Performance.** Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to three (3) or more companies/agencies for whom the offeror recently (completed within the last five years or ongoing) performed contracts, similar in scope and magnitude to the work required under this solicitation. The questionnaire(s) must be faxed by the companies/agencies to the attention of Caryn Rotheim at (866) 221-2139 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.
- a. The Government may use other references/information to verify past performance.
 - b. The offeror may provide awards, letters or other documentation as it relates to their Past Performance.
 - c. The proposal shall identify past projects executed by the proposed project team (or selected team members) and include references or letters that describe the team's performance.

- (iv) **Factor 4 – Relevant Experience.** This factor addresses the offeror's experience with relevant projects (designing and implementing advance reservation and timed pass system) similar in scope and size to this solicitation. Offerors may use the same projects from which past performance questionnaires were requested under Factor 3.

For each project referenced, the offeror shall provide the following information:

- a. Project name and location (city and state).
- b. Contracting Agency/Owner/Point of Contact/Phone Number
- c. Date of award and completion date(s) (projected and actual)
- d. Project cost estimate and actual cost of project
- e. Brief description of project to show its relevancy to the subject project
- f. Key personnel/subcontractors involved and their specific experience
- g. Other materials (Letters of reference, Juried awards, etc.)

(End of provision)

L.9

INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL – SOURCE SELECTION PROCEDURES

- (a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are

included in the lump sum price (Line Item No. 1), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

(1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);

(2) Section B - The "SCHEDULE" pages (including the payment schedule identified in B.3 and the cost listings identified in B.4); and

(3) Section K - The "REPRESENTATIONS AND CERTIFICATIONS".

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

(End of provision)

AOC52.237-1 SITE VISIT (MAY 2005)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(b) **An organized site visit will be conducted on Friday, September 29, 2006 at 10:00AM ET.** All attendees should meet in the Conference Room in the Gilbane trailer at the CVC project area. (The Gilbane trailer is the first trailer on the left when you enter the CVC project area. See the map provided with Amendment No. 002.) There is no parking available at the CVC project area. Some on-street parking is available in the nearby area, but it is in high demand during the day. The use of public transportation is encouraged. Attendance at the site visit is not mandatory, but highly recommended. **No other site visit will be conducted.**

(c) Requirements for Attendance:

(1) A limit of two (2) representatives per company is allowed to attend.

(2) Attendees may bring cameras.

(3) All attendees must submit their Full Name, Company Name, Address, Telephone, Email and Country of Citizenship to the AOC Procurement Division no later than 72 hours prior to the site visit. Send information via e-mail to crotheim@aoc.gov or to Fax No. (202) 207-0402.

(4) Each participant must present company identification along with photo identification for verification of credentials to gain entry to the site visit. Only attendees whose information has been submitted for the list will be allowed entrance to the site visit.

(5) Companies not associated with this solicitation or industry will not be permitted.

(End of provision)

L.11 ORAL PRESENTATIONS

(1) In addition to discussions, offerors who are placed in the competitive range may be required to make an oral presentation. The oral presentations, in accordance with FAR 15.102, will be used to augment the written information submitted under the article at paragraph L.8 entitled "Instructions for Preparing the Technical Proposal."

(2) The oral presentation will take place at the Architect of the Capitol, specific location to be identified at a later date. Each Offeror is responsible for bringing all equipment (e.g., laptop computer, etc.) and materials to the oral presentation necessary to demonstrate the following:

(a) A flexible advance reservation system that allows the Government to provide visitors to the CVC an easy-to-use method for obtaining advance tour reservations and timed passes. (Relates to evaluation factor 1: Technical Functionality of Software.)

(b) A flexible advance reservation system that allows the Government to modify the products available to visitors in a quick and easy way. (Relates to evaluation factor 1: Technical Functionality of Software.)

(3) Each offeror will be allowed access to the room where the oral presentation will occur 15 minutes before and after its presentation to set-up and breakdown any equipment needed for the presentation.

(4) Only the offeror's in-house staff members, preferably those who will be actually performing the work, shall participate in the oral presentation. The number of participants for each offeror shall be limited to three. No company marketing or professional presenters nor facilitators will be allowed to participate in an offeror's oral presentation.

(5) Price will not be presented during the presentation.

(6) Each offeror will be allowed a maximum of 30 minutes in which to make its presentation to the Technical Evaluation Panel.

(7) The AOC anticipates it will conduct a 15-minute question and answer session at the conclusion of each offeror's presentation. However, the Government may inform the offeror in writing of deficiencies and significant weaknesses prior to the oral presentations. Following oral presentations, the Government will request from each offeror within the competitive range a final proposal revision.

(End of provision)

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD

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SECTION M EVALUATION FACTORS FOR AWARD

AOC52.215-5 CONTRACT AWARD – SOURCE SELECTION PROCEDURES (JUN 2004)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may–
- (1) Reject any or all offers if such action is in the public interest;
 - (2) Accept other than the lowest offer; and
 - (3) Waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
(End of provision)

M.2

PROPOSAL EVALUATION CRITERIA – SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) **TECHNICAL CRITERIA.** Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance. Subfactors are considered to be of equal performance within a factor.

Factor 1 – Technical Functionality of Software

Subfactor 1.1 – Proven Capabilities

Subfactor 1.2 – Effective solutions for CVC issues

Subfactor 1.3 – System performance and accountability plan

Subfactor 1.4 – ~~Demonstration~~ Oral presentation of software

Factor 2 – Management Approach

Factor 4 – Relevant Experience

Factor 3 – Past Performance

(1) **Technical Functionality of Software:** The offeror’s proposed software will be evaluated to determine the extent to which it meets the minimum required functionality; the ability to satisfy the issues specific to the CVC; its expected performance; and whether the ~~demonstration~~ presentation version supports the minimum required functionality.

(2) **Management Approach:** Offerors shall demonstrate their ability to assemble, maintain, and manage sufficient numbers of professional and technical support personnel to perform the work required. The management approach will be evaluated to determine that the offeror understands the milestones throughout the project, and has a plan for how to accomplish a successful system implementation.

(3) **Past Performance:** The offeror’s relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror’s past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

(4) **Relevant Experience:** The offeror’s relevant experience will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose experience has exhibited the most success on similar projects.

(b) **PRICE CRITERIA.** Offers will be evaluated based on the total proposed price for all contract periods using the Schedules in Section B of the solicitation. Price will not be assigned an adjectival rating. The prices of items submitted under the cost listing for IDIQ items will be evaluated for individual reasonableness and potential contract magnitude in aggregate.

M.3 EVALUATION ADJECTIVAL RATINGS

This rating system identifies significant strengths, weaknesses, overall technical effectiveness and risks associated with each proposal. Each factor or subfactor is rated and is to be supported by narrative rationale.

(a) **Outstanding:** Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach which significantly exceeds stated requirements in a beneficial way. Consistently high quality performance can be expected.

(b) **Excellent:** Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be.

(c) **Acceptable:** The offeror has demonstrated an approach which is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.

(d) **Neutral:** Applies only to the Past Performance factor. This rating is applied when no relevant past performance information is provided or available for an offeror or a provided reference.

(d) **Marginal:** The offeror has demonstrated an approach which does not meet all the stated requirements. The response is considered marginal in terms of the basic contract and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.

(e) **Unacceptable:** The offeror has demonstrated an approach which significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses: www.gsa.gov/far or acquisition.gov/far/

<u>PROVISION TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
EVALUATION OF OPTIONS	JUL 1990	52.217-5
(End of provision)		
END OF SECTION M		